

# **Exhibit C**

## AGV2 – US Container Glass Project

Arglass Yamamura SE, LLC


US Container Glass Project

### AMENDMENT TO CONTRACT

RELATED TO THE CONTRACT

of Supplier: All Glass s.r.l

This document is prepared by:  
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REV.	DATE	CREATED BY	CHECKED BY	APPROVED BY	DESCRIPTION
00	20. Feb.2020	TG	JMRL (Arglass)		revised Scope
01	20. Feb.2020	TG			updated Payment-terms
02	20. Apr. 2020	JDA			Approving partial FATs and Shipments




2n Amendment\_Partial FAT Scope\_20200420\_rev04 CLEAN

## **AGV2 – US Container Glass Project**

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### **AMENDMENT No. 1 – additional Scope of Supply**

**by and between:**

**Arglass Yamamura SE, LLC**

10 East 22<sup>nd</sup> Street

Suite 3

New York - NY 10010

**United States of America**

Represented by: José Arozamena

Hereinafter referred as **THE CUSTOMER**

**AND**

**All Glass s.r.l.**

Via Cesare Sarti, 20 - 43029 Traversetolo (PR)

**Italy**

Tel. +39 0521 340810

Fax. +39 0521 340805

Represented by: Marco Domenico Ballerini

Hereinafter referred as **THE SUPPLIER**

And jointly referred to as **THE PARTIES**

Related to the Contract: AGV2\_05\_COMMERCAL\_CONDITIONS\_190618-TG Signed 2019

Concluded on: 04. Sep. 2019



## AGV2 – US Container Glass Project

### 1. CONTENT OF AMENDMENT

#### 1.1. Validity of Changes

All terms and conditions of the Contract of reference that are not specifically referred to in this amendment, remain valid in their entirety. The Contract is amended only by those changes which are specifically described in this amendment, which become valid and an integral part of the Contract upon the signature by both parties of this amendment. Without signature of both parties the Contract, including all of its terms and conditions and Exhibits, remains valid without any change.

#### 1.2. Reason for the Amendment

The Parties have agreed to eliminate the requirement for the Supplier to present to the Customer with a bank guarantee as specified in Section 11.1 of the Particular Conditions of the Contract. In exchange for eliminating the requirement of the bank guarantee, the Parties have agreed to modify the terms of the Contract to allow for more than one Factory Acceptance Test ("FAT") to be performed, and for a corresponding immediate shipment of equipment that is ready for shipment to follow immediately after each such partial FAT. This amendment applies to the following offers which are subject of the whole contract:

- Offer No. A.G.143.18.E Rev.1 final price dated 14. Jun. 2019
- Offer No. A.G.124.19.E.MBA ARGLASS REV.6 dated 18. Feb. 2020

#### 1.3. Immediate FAT and Partial Shipment

Upon execution of this Second Amendment, Supplier commits to immediately coordinate with Customer's representatives to perform a first partial FAT on equipment with Contract value of no less than \$1.7 million. Such FAT to be completed by no later than [April 28, 2020]. Upon successful completion of such partial FAT, Supplier commits to immediately ship to Customer all such equipment, and in any case by no later than [May 8, 2020] (the "Initial Shipment Deadline Date").

#### 1.4. Failure to Ship by the Initial Shipment Deadline

In the event that Supplier fails to ship to Customer FAT accepted equipment with a combined value of no less than \$1,700,000 (One Million Seven Hundred Thousand Dollars) by the Initial Shipment Deadline Date, Supplier will present to Customer with a bank guarantee for an amount of \$2,000,000 under the terms and conditions indicated in Section 11.1 of the Particular Conditions of the Contract, no later than three days after the Initial Shipment Deadline Date.

### 2. PAYMENT CONDITIONS

The payment conditions will remain the same without any change for the first Milestone as mentioned below. For the second Milestone the Supplier will add a Down-Payment for the additional Scope in the amount equal to 20,00% of the additional offered value. Milestones two to five will be recalculated by adding the additional amount as agreed in this amendment. This ends up in the following Milestones:

Pos.	Description	Percentage	Value	Catch-Up	Total
1.	Down-Payment in October 2019	20,00	1,640,000		1,640,000
2.	Partial acceptance test(s)	0,00	0		0
2.	Final Factory Acceptance Test	30,00	2,732,100	181,400	2,913,500
3.	after Full delivery on Site	10,00	910,700		910,700
4.	After successful Cold Test Run	25,00	2,276,750		2,276,750
5.	After Final Acceptance	15,00	1,366,050		1,366,050
<b>TOTAL</b>			<b>8,925,600</b>	<b>181,400</b>	<b>9,107,000</b>

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The payment conditions will remain the same as originally agreed. All invoices and payments that become payable under this Agreement will be in United States Dollars. The Supplier is requested to submit all invoices by the 15th of every month in order to be paid by check or wire transfer on the 30th of the following month. Payments will only be made once a month unless otherwise stated on already executed agreements.

Notwithstanding anything to the contrary, if a payment to be made under this Agreement falls due on any day that is not a Business Day, the payment shall be automatically deemed due on the first Business Day thereafter. "Business Day" means every day other than a Saturday or Sunday or any other day on which banks in the State of New York are permitted or required to remain closed.

[SIGNATURE PAGE FOLLOWS]



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## AGV2 – US Container Glass Project

### 3. SIGNATURE

Valdosta, GA, April 23, 2020

Location, Date



Customer Signature

Jose Diego-Arozamena, CEO

TRAVERSE TOLO, 22<sup>nd</sup> April, 2020

Location, Date



Supplier Signature

**ALL GLASS s.r.l.**  
Via Cesare Sarti, 20  
TRAVERSE TOLO (PR)  
C.F. 02051840342  
P. 0521-340810 Fax 0521-340805

